

04-24-2000

HEET



To the Honorable Commissioner of Patents

Documents or copy thereof.

101330017

1. Name of conveying party(ies):

Sleep Country USA, Inc.

4-4-00

- Individual Association
- General Partnership Limited Partnership

Corporation - State: Washington

Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: February 29, 2000

2. Name and address of receiving party(ies):

Name: SC US Acquisition Corp

Internal Address: c/o William Boyd, Ropes & Gray

Street Address: One International Place

City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation - State: Delaware

Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached Yes No

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Mark: Rest Assured Guarantee

1,844,912

(filed 2/1/2000) No serial number available

1,785,946

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State: _____ Zip: 20005

6. Total number of applications and registration involved:

..... [3]

7. Total Fee (37 CFR 3.41) \$ 90

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1945

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Catherine R. Howell
Name of Person Signing

Catherine R. Howell
Signature

April 3, 2000
Date

Total number of pages including cover sheet, attachments and document: [5]

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cc:

04/21/2000 TTON11/ 00000205 181945 1844912

01 FC:481
02 FC:482

40.00 CH
50.00 CH

TRADEMARK
REEL: 002058 FRAME: 0241

**ASSIGNMENT OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL is made as of February 29, 2000 by and between SC US ACQUISITION CORP., a Delaware corporation (the "Buyer") and SLEEP COUNTRY USA, INC., a Washington corporation (the "Company").

R E C I T A L S:

WHEREAS, the Company, the Buyer, Robert W. Cook, Sunny Kobe Cook and Sleep Country USA of Oregon, Inc. are parties to a certain Purchase Agreement dated as of December 23, 1999, as in effect from time to time (the "Purchase Agreement"), under the terms of which the Company agrees to sell and transfer, and the Buyer agrees to purchase. the Acquired SCUSA Assets (as such term is defined in the Purchase Agreement);

WHEREAS, the execution and delivery to the Buyer of this Assignment of Trademarks, Trademark Applications and Goodwill is a condition to the effectiveness of Purchaser's obligation to consummate the transactions contemplated in the Purchase Agreement;

WHEREAS, the Company is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto which are registered with, or the subject of a pending application in the U.S. Patent and Trademark Office (the "Trademarks"), and which together with the products and goodwill associated with the Trademarks, constitute part of the Acquired SCUSA Assets; and

WHEREAS, pursuant to the Purchase Agreement, the Buyer desires to obtain all of the Company's right, title and interest in, to and under said Trademarks, subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Company, the Company hereby sells, conveys, assigns, transfers and delivers to the Buyer and its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Company in all matters related thereto.

The Company hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Goodwill to the Buyer. The Company hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Buyer as assignee of the entire interest. The Company hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

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SCHEDULE 1
TO
ASSIGNMENTS OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL
BY
the Company
TO
the Buyer

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>State</u>	<u>Date Claimed</u>
Sleep Country USA (name)	1,785,946 021,194	Federal Washington	8/3/93
Why Buy a Mattress Anywhere Else (motto)	1,844,912	Federal/ Washington	7/12/94

Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Rest Assured Guarantee		2/1/00